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Cathleen Kelly, Esquire
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April 25, 2005

VIA FACSIMILE (609) 677-1790

Barry Cohen, Esquire
Petro Cohen Petro Matarazzo, PC
Executive Plaza, Suite 202
2111 New Road
Northfield, NJ 08225

RE: *Williams v. The Phillies*
Our File No. 05-412

Dear Barry:

Please be advised that I have been retained to represent The Phillies in the above referenced matter. I understand that you filed this action in Atlantic County, New Jersey. Please be advised that I have been instructed to remove this matter to Federal Court. Interestingly, you have not pled damages in your complaint. Kindly, advise by Wednesday, April 27, 2005, as to whether you client is seeking damages in excess of \$75,000.00. I have enclosed a stipulation for your client's execution. If I have not received a fully executed stipulation by Wednesday, April 27, 2005 at 5:00 p.m., I will file the necessary removal papers to have this action removed to Federal Court.

I would also ask you to strongly consider withdrawing this action in its entirety. I have enclosed a recent decision from the Commonwealth Court in an action we defended on behalf of the Phillies, upholding the no duty rule. I am intimately familiar with all issues regarding the liability of my client and injuries to spectators at their respective baseball games. Under no conceivable theory could the Phillies have any liability to your client based on the allegations. To that end, I have been instructed that this is a no pay case, and I have been authorized to convey to you that we will not be making any settlement offers.

Also, please be advised that we have successfully received a dismissal of The Phillies in every litigation in which allegations even remotely similar to the allegations in your client's

complaint have been made. Kindly contact me before 5:00 p.m. on Wednesday, April 27, 2005, so that we can avoid any further litigation in this matter. I can be reached at (610) 878-9901 ext. 206.

Very truly yours,

REGER & RIZZO, LLP



Cathleen Kelly, Esquire

CK/tab
Enclosure

05-412

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Attorney for Defendant,
The Phillies (improperly designated as
Philadelphia Phillies)

JASON WILLIAMS,

Plaintiff

v.

PHILADELPHIA PHILLIES,

Defendant

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ATLANTIC COUNTY

CIVIL ACTION

NO. ATL-L-002187-05

STIPULATION

Plaintiff, Jason Williams, hereby stipulates and agrees that the damages he alleges as a result of the above captioned matter do not exceed \$75,000.00. Such damages to include all damages which Plaintiff, Jason Williams has asserted or could assert as a result of the allegations set forth in the Complaint referenced above. Plaintiff agrees that he will not and cannot assert damages in excess of \$75,000.00 at trial in this matter, and that the fact-finder will be instructed that Plaintiff has agreed that damages are not to exceed \$75,000.00, by Plaintiff's admission.

Date: _____

Jason Williams

IN WITNESS WHEREOF, we have hereunto set my hand and seal this _____
day of _____, 2005, intending to be legally bound thereby.

Witness

Jason Williams

Date

Sworn and Subscribed to before
me this _____ day of _____
2005

Notary Public